

MEMORANDUM OF UNDERSTANDING  
AMONG  
THE DEPARTMENT OF NATIONAL DEFENCE  
OF CANADA  
THE  
SECRETARY OF STATE FOR DEFENCE  
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
AND  
THE SECRETARY OF DEFENSE ON BEHALF OF THE  
DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA CONCERNING THE  
RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL, BIOLOGICAL  
AND RADIOLOGICAL DEFENSE MATERIEL  
(SHORT TITLE: CBR MOU)

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## INTRODUCTION

The Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of Department of Defense of the United States of America hereinafter referred to as the "Participants":

Having a common interest in the defense against weapons of mass destruction;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of chemical, biological and radiological (CBR) defense materiel;

Recognizing the long standing success of the previous Memorandum of Understanding on the Research, Development, Production and Procurement of Chemical and Biological Defense Materiel (CBD MOU), signed in 1980, and extended in 1984, 1989, and 1994; but now wishing to replace that MOU;

Desiring to improve their mutual CBR defense capabilities through greater cooperation in research, development and acquisition of chemical, biological, and radiological defense materiel;

Having a mutual need for the development of improved chemical, biological and radiological defense materiel;

Have reached the following understandings:

This MOU replaces the CBD MOU which is hereby terminated. All activities and other administrative actions under the CBD MOU will continue under the provisions of this MOU.

## SECTION I

### DEFINITIONS

The Participants have decided upon the following definitions for terms used in this MOU:

Background Information	Information generated outside the scope of a present CBR Activity.
CBR Activity	Any activity in support of the Scope of Work (Section III) under this MOU.
CBR Project	Specific collaborative activity to research, develop, test or acquire CBR defense materiel described in a CBR Project Arrangement to this MOU.
CBR Project Arrangement (CBR PA)	An implementing arrangement, added after this MOU has entered into effect, which specifically details the arrangement for collaboration on a specific CBR Project between two or more Participants.
Classified Information or Materiel	Official Information or materiel that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates one or more Participant(s) to pay for them pursuant to this MOU.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Participants. Contracting includes description of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Participant which has authority to enter into, administer or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer or terminate Contracts.

Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Contractor Foreground Information	Foreground Information generated, owned and delivered by a Contractor.
Contractor Background Information	Background Information generated, owned and delivered by a Contractor.
Contractor Support Personnel	Persons who supply administrative, managerial, scientific or technical support services to a Participant under a Contract with that Participant.
Contributing Participant	A Participant that contributes resources to a specific CBR Activity.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the Information is provided or generated under this MOU, the Information will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant, or any lawful manufacture or other use by or for the governments of the Participants, in the interests, promotion or enforcement of their national security and civil defense.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
EMD Computer Software Documentation	Information arising from or required in a CBR Activity, including computer source code listings and printouts, in human-readable form, which: documents the design or details of Engineering Manufacturing Development/Production Computer Software; explains the capabilities of the software; or provides operating instructions for using the software to obtain the desired results from a computer.
Equipment and Material	Any material, equipment, end item, subsystem, component, or test equipment jointly acquired or provided for use in a CBR Activity.
Financial Costs	Any CBR Activity costs that, due to their nature, will be paid using monetary contributions from the Participants.

Government Foreground Information	Foreground Information generated by the military or civilian employees of the government of a Contributing Participant, and/or that generated by a Contractor but owned by a Contributing Participant.
Foreground Information	Information generated in the performance of a CBR Activity.
Information	Any information regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.
Invention	Any invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under a CBR Activity. The term "first actually reduced to practice" means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Jointly Generated Foreground Information	Information jointly generated by the Contributing Participants in the performance of a CBR Activity.
Patent	Legal protection of the right to exclude others from making, using, or selling an Invention. The term refers to any and all Patents including, but not limited to, Patents of implementation, improvement, or addition, petty Patents, utility models, appearance design Patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Technology Base Computer Software	Information, including computer programs, computer data bases, and computer software documentation on machine readable media or in human readable form developed or used in the course of Technology Base CBR Activity efforts.
Third Party	A government other than the governments of the Participants and any person or other entity whose government is not the government of a Participant.

## SECTION II

### OBJECTIVES

2.1 This MOU provides the means for the Participants to define and establish the general principles which will apply to the initiation, conduct, and management of information exchange, harmonization and alignment efforts, and CBR Projects entered into by the Participants in accordance with this MOU.

2.2 Further, this MOU provides the means for the Participants to acquaint each other with any CBR issues in order to avoid unnecessary duplication of national CBR defense programs and to promote a concerted action to identify and close important gaps in their CBR defense capabilities.

2.3 This MOU may be used, at the discretion of the Participants, as a mechanism for the acquisition of Equipment and Material. Where it is determined to use this MOU, such acquisition of Equipment and Material will be documented in a specific CBR Project Arrangement.

### SECTION III SCOPE OF WORK

3.1 The scope of this MOU encompasses the responsibilities of the Participants with respect to activities related to the cooperative research, development, testing, acquisition, destruction and disposal of CBR defense materiel, whose maturation may lead to enhancements of the national CBR defense posture. Accordingly, the scope of activities under this MOU may encompass the entire life cycle of CBR defense research, development and acquisition issues and may include the assignment of cooperative project personnel (CPP) in support of these activities.

3.2 This MOU does not preclude the Participants from entering into any other bilateral or multilateral arrangements in the area of CBR defense.

3.3 This MOU will focus on all aspects of CBR defense materiel to include smoke and obscurants and associated technologies (including but not limited to smoke and obscurants) impacting such materiel. Because policy, doctrine and operational requirements play a vital role in CBR issues, cooperation under this MOU will also include these areas.

3.4 Participation in all CBR Activities will be open to all Participants. If any one Participant does not wish to participate, this does not preclude the other Participants from entering into the CBR Activity.

3.5 Transfers of Equipment and Material among the Participants in pursuit of CBR Activities will be conducted in accordance with Section VIII (Equipment and Material Transfers and Disposal), and will be documented using the Equipment and Material Transfer Form at Appendix A, CBR Equipment and Material Transfer Form.

3.6 Computer software or documentation associated with weapon-systems or sensor-systems may be transferred under this MOU in accordance with national procedures, subject to the following limitations:

3.6.1 Such transfers must be necessary or useful to the conduct of the CBR Activity as determined by the providing Participant.

3.6.2 Such transfers may occur only where national authority for such release has been obtained by the providing Participant. Such release may be subject to restrictions on use placed by the providing Participant.

3.7 This MOU is intended to further the aim of achieving greater cooperation in all areas of CBR defense in order to make the most rational use of the Participants' industrial, economic and technological resources to achieve the greatest attainable military capability at the lowest cost. Collaboration pursuant to this MOU will be carried out as follows:



## Information Exchange

3.7.1 Information Exchange: Information exchange will take place on an equitable, balanced and reciprocal basis in all areas of CBR defense. This includes all aspects of materiel research and development, medical countermeasures research and development, policy, doctrine and operational requirements related to materiel development. This MOU permits the exchange of Technology Base Computer Software and EMD Computer Software Documentation as Information. This MOU authorizes the exchange of information for any purpose under the scope of this MOU, including harmonizing the Participants' respective CBR requirements and for formulating, developing and negotiating the arrangements for any CBR Activity.

## International Task Forces (ITFs)

3.7.2 International Task Forces (ITFs): Where knowledge gaps are identified or questions arise regarding specific areas of CBR defense, ITFs may be formed. The ITFs will be limited in scope to a single, well defined problem, and will endeavor to assess that problem based on information provided by all Participants in such a way as to arrive at a jointly determined position, within a set time limit. All ITFs will have written terms of reference.

## Working Groups

3.7.3 Working Groups (WGs): Where the nature of the cooperation cannot be limited in scope to a single, well-defined problem, or where the nature of the cooperation is long term, a WG may be established. All WGs will have their own written terms of reference.

## CBR Projects

3.7.4 CBR Project Arrangements (PA)s: Each CBR PA will include specific provisions, consistent with this MOU, concerning the objectives, scope of work, sharing of work, management structure, financial arrangements (if required), contractual arrangements (if required), equipment and materiel transfers and disposal (if required), disclosure and use of information and security classification for the applicable CBR PA. CBR PAs will conform to the format at Appendix B. In the event of a conflict between the provisions of this MOU and any CBR PA or other special provisions (if required), the MOU will take precedence.

## SECTION IV

### MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1 This MOU will be directed and administered on behalf of the Participants by an organization consisting of a Steering Committee (SC) and Program Officers (POs) assisted by Requirements Officers (ROs).

#### Steering Committee

4.2 The SC will consist of a representative appointed by each of the Participants. The SC will meet at the request of any representative or at the request of the POs. Each meeting of the SC will be chaired by the representative of the Participant hosting the meeting. Decisions of the SC will be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, each SC representative will refer the issue to its higher authority for resolution. In the meantime, other MOU activities will continue to be implemented without interruption.

4.3 The SC will consist of the following (or in the case of reorganization, their successors):

Canada: Assistant Deputy Minister (Science and Technology)  
(ADM(S&T))

United Kingdom: Deputy Undersecretary (Science and Technology)

United States: Deputy Under Secretary of Defense (Science and Technology),  
as represented by the Deputy to the Assistant Secretary of  
Defense (Chemical and Biological Matters)

4.4 The SC will be responsible for:

4.4.1 Exercising executive-level oversight of the MOU.

4.4.2 Reviewing progress of all collaborative CBR Activities.

4.4.3 Resolving issues brought forth by the POs.

4.4.4 Reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect and Duration).

4.4.5 Providing recommendations to the Participants for the addition of new Participants in accordance with Section XV (Participation of Additional Nations).

4.4.6 Reviewing the semi-annual status report submitted by the POs.

4.5 In addition, SC members, in their capacity of Contributing Participants, will be responsible for authorizing, in accordance with national procedures, new CBR PAs and, as appropriate, the amendment of, termination of, or withdrawal from existing CBR PAs in accordance with Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration).

4.6 Each SC member will appoint a PO and a RO.

#### Program Officers

4.7 The POs for each Participant will meet on a semi-annual basis. Each meeting of the POs will be chaired by the representative of the Participant hosting the meeting. Decisions of the POs will be made unanimously. When a CBR Activity does not involve all Participants, decisions will be taken by the POs of the Contributing Participants only. In the event that the POs for that CBR Activity are unable to reach a timely decision on an issue, each PO will refer the issue to its SC member for resolution. In the meantime, all other CBR Activities will continue to be implemented without interruption while the issue is being resolved.

4.8 The following organizations, or their successors, will provide the POs representing all national CBR interests and will provide fully coordinated national positions:

Canada: Defence Research Establishment Suffield

United Kingdom: United Kingdom Ministry of Defence

United States: Department of Defense

4.9 The POs will be responsible for:

4.9.1 Reviewing all CBR Activities including financial matters carried out pursuant to this MOU.

4.9.2 Authorizing and establishing ITFs and WGs. The POs will jointly develop written terms of reference for each.

4.9.3 Developing and recommending CBR PAs to be executed under this MOU to the SC for approval.

4.9.4 Referring requests concerning Third Party Sales and Transfers and Alternative Uses to appropriate national authorities.

4.9.5 Referring issues to the SC that cannot be resolved by the POs.

4.9.6 Developing and recommending amendments to this MOU and its Appendices to the SC.

4.9.7 Forwarding recommendations to the SC for the addition of new Participants in accordance with Section XV (Participation of Additional Nations).

4.9.8 Providing a semi-annual status report to the SC.

4.9.9 Appointing Technical Officers (TOs) for each PA.

#### Requirements Officers

4.10 The ROs will meet semi-annually in conjunction with the POs, and will meet additionally on an as needed basis in order to carry out their responsibilities.

4.11 The following organizations or their successors will provide the national ROs, *representing all national CBR requirements and doctrinal interests as they pertain to CBR materiel*, and providing fully coordinated national positions:

Canada: Director Nuclear Biological Chemical Defence (DNBCD)

United Kingdom: Director Operational Requirements (Land) (DOR(Land))

United States: Department of Defense

4.12 The ROs will be responsible for:

4.12.1 Implementing all provisions of this MOU as they pertain to requirements for CBR materiel and CBR medical materiel.

4.12.2 Assisting the POs in all CBR issues relating to operational requirements, doctrine, and medical requirements.

4.12.3 Identifying and harmonizing national CBR requirements (to include medical requirements) and where appropriate develop multi-national requirements.

4.12.4 Identifying and addressing gaps in requirements and doctrine.

4.12.5 Identifying and executing a total cooperative requirements development program on CBR defense that takes into account all national requirements, and attempts to avoid unnecessary duplication.

4.12.6 Providing to the POs on a semi-annual basis results of discussions on CBR requirements and doctrine.

4.12.7 Referring issues to the POs that cannot be resolved by the ROs.

4.12.8 Seeking the support of medical experts in order to meet their responsibilities relating to medical requirements.

#### CBR Projects

4.13 Every CBR PA will have a TO representing the Contributing Participants in that PA.

4.14 The TOs of each Contributing Participant will have primary responsibility for effective implementation, efficient management and direction of their assigned PA including technical, cost, and scheduling performance against PA requirements. TOs for each CBR PA will report to the POs on the progress of their assigned PAs.

#### Cooperative Project Personnel (CPP)

4.15 For any CBR Activity arising under this MOU, the POs, in accordance with national procedures of the relevant Contributing Participants, may mutually determine to assign CPP to work on any CBR Activity. Office space and administrative support, in accordance with the host's normal practices, will be provided for Participants' representatives. Provisions for the personnel provided are described in Section V (Cooperative Project Personnel).

#### Equipment and Material Transfer

4.16 Each SC's national representative will identify, at the earliest opportunity, the appropriate authority to sign and approve, pursuant to national procedures, any Equipment and Material Transfer documents substantially in the format of Appendix A, CBR Equipment and Material Transfer Form.

## SECTION V

### COOPERATIVE PROJECT PERSONNEL

5.1 The assignment of CPP in support of CBR Activities is restricted to military and civilian employees of the Participants. Assignments may include, but are not limited to, employees who perform professional, administrative, contracting, logistics, financial, planning or other work in support of a CBR Activity. Assignment of personnel authorized in accordance with Section IV (Management (Organization and Responsibility)) of this MOU is subject to the provisions of this Section.

5.2 The NATO Status of Forces Agreement pertaining to rights and privileges of military and civilian personnel while in the country of the receiving Participant will apply to CBR Activity personnel and their dependents.

5.3 CPP will not act in a liaison capacity. CPP will perform work and duties as mutually determined by each Participant's responsible national authority managing the particular CBR Activity.

5.4 The receiving Participant will be responsible for the following:

5.4.1 *Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the receiving Participant.*

5.4.2 Costs incurred as a result of a change in location of work ordered by the receiving Participant during the period of assignment.

5.5 The sending Participant's responsibility will include all other costs and expenses of assigned CPP including:

5.5.1 All pay and allowances.

5.5.2 Travel to and from the country of the receiving Participant, except for travel pursuant to paragraph 5.4.1.

5.5.3 All temporary duty costs, including travel costs, when such duty is carried out at the request of the sending Participant.

5.5.4 Compensation for loss of, or damage to, the personal property of CPP, or the personal property of their dependents.

5.5.5 The movement of dependents and the household effects of CPP.

5.5.6 Preparation and shipment of remains and funeral expenses in the event of the death of CPP or their dependents.

5.5.7 All expenses in connection with the return of CPP whose assignment has been terminated, along with their dependents.

5.6 The receiving Participant will not charge for the use of facilities and equipment necessary for the performance of tasks assigned to CPP.

5.7 The Participants will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and work areas in accordance with the Program Security Instruction and Classification Guide, if any, applicable to that CBR Activity. Access to Classified Information and facilities will be consistent with, and limited by, Section III (Scope of Work) of this MOU and will be kept to the minimum required to accomplish the work assignments.

5.8 The sending Participant will cause security assurances to be prepared and forwarded through the prescribed channels in compliance with established receiving Participant procedures.

5.9 The receiving Participant will ensure that CPP are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as Patents, copyrights, know-how, and trade secrets), Classified Information and Controlled Unclassified Information to which access might be gained under a CBR Activity both during and after termination of an assignment. Prior to taking up assigned duties, CPP will be required to sign the Certification of Conditions and Responsibilities at Appendix C.

5.10 CPP will at all times be required to comply with the security laws, regulations and procedures of the government of the receiving Participant. Any violation of security procedures by CPP during their assignment will be reported to the sending Participant for appropriate action. CPP committing willful violations of security laws, regulations, or procedures during their assignments may be withdrawn from the CBR Activity.

5.11 All Classified Information made available to the CPP will be subject to all provisions and safeguards provided for in Section XII (Security) and the relevant CBR Activity Program Security Instruction and Classification Guide, if any.

5.12 CPP will not take custody of Classified Information or Controlled Unclassified information in tangible form (for example, documents or electronic files) unless authorized by the TOs of both the sending and receiving Participants on a case-by-case basis.

5.13 Consistent with the laws and regulations of the government of the receiving Participant, CPP assigned under this MOU will be subject to the same restrictions, conditions, and privileges as receiving Participant personnel of comparable rank and in comparable assignments.

5.14 CPP and their dependents will be informed by the receiving Participant about orders, regulations, and customs and practices with which they will be required to comply. CPP and their dependents also will be briefed regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the receiving Participant.

5.15 CPP committing an offense under the laws of the government of a sending Participant or the receiving Participant, or any political subdivision, may be withdrawn from the CBR Activity.

5.16 The receiving Participant will advise the sending Participant of medical and dental care (if any) that may be afforded to CPP.

5.17 CPP will not, without the sending Participant's prior approval, be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the sending Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass the sending Participant.

5.18 The receiving Participant will not deploy CPP to the territory of a non-Participant country without the sending Participant's prior approval.

5.19 The receiving Participant will not place CPP in duty assignments in which direct hostilities are likely without the sending Participant's prior approval. CPP approved by both the sending Participant and the receiving Participant for involvement in hostilities will be given clear guidance on the receiving Participant's interpretation of laws of war, including, but not limited to, the rules of engagement.

5.20 Consistent with the laws and regulations of the government of the receiving Participant, and upon conditions of reciprocity, the receiving Participant will provide, if available, housing and messing facilities for CPP and their dependents. CPP will pay messing and housing charges to the same extent as personnel of the receiving Participant. At locations where facilities are not provided by the receiving Participant for its own personnel, the sending Participant will make suitable arrangements for CPP.

5.21 CPP, and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the receiving Participant, or its political subdivision, in which they are located. In case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.